

SECOND AMENDMENT
TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT is made this ____ day of November, 2017, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "SBBC", and **ROBERT W. RUNCIE**, hereinafter referred to as "Mr. Runcie" or "Superintendent."

WITNESSETH:

WHEREAS, the SBBC and Mr. Runcie entered into the Superintendent's Employment Agreement on October 4, 2011 and amended the Superintendent's Employment Agreement on September 17, 2013 (the "Superintendent's Employment Agreement"); and

WHEREAS, the original term of employment for Mr. Runcie commenced on October 5, 2011 and was extended by amendment on October 4, 2019; and

WHEREAS, SBBC wishes to continue to employ Mr. Runcie as the Superintendent of Schools for the school district of Broward County, Florida (hereinafter referred to as "School District") for an additional period beyond the extended term; and

WHEREAS, Mr. Runcie is willing to continue to perform the duties and responsibilities of the Superintendent for the School District for the additional period as set forth in this Second Amendment to Superintendent's Employment Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed as follows:

- A. The Superintendent's Employment Agreement, shall be amended to reflect as set forth below.

Section 2.2 shall be amended to read as follows:

2.2 **TERM OF CONTRACT:**

Unless terminated earlier pursuant to Article 10, this Agreement shall remain in full force and effect from the date of the original term through and including June 30, 2023.

In addition, unless this Agreement is terminated sooner as provided herein, the Board and the Superintendent shall meet in a regular or special Board meeting at least 12 months prior to the termination date for this Contract or any amendments to this Contract to determine whether the Superintendent and the Board desire to enter into a successor

contract. It is the Superintendent's responsibility to place such item on the agenda of a Board meeting at least 12 months prior to the termination date for this Contract or any amendments to this Contract.

Section 3.1 shall be amended to read as follows:

3.1 **BASE SALARY:**

The Superintendent's base annual salary shall be Three Hundred Thirty-Five Thousand Dollars and No/00 Cents (\$335,000.00). The Superintendent's base annual salary may be increased in accordance with Section 3.2 of this Agreement. In no event shall the Superintendent's base salary be reduced during the term of this Agreement without mutual agreement of the parties in writing.

Section 4.3 shall be amended to read as follows:

4.3 **FLORIDA RETIREMENT SYSTEM:**

The Superintendent shall participate in the Florida Retirement System (FRS). SBBC shall contribute to the FRS as required by Florida Statute.

In addition, if the Superintendent, on or after attaining the eight years of service with SBBC sufficient to be vested in the FRS pension, elects to join the FRS pension and purchase a benefit equal to the accrued benefit he would have had if he had been in the FRS pension from his date of hire, SBBC will pay for the difference between the amount needed to purchase such benefit and the amount of the Superintendent's FRS investment benefit applied to such purchase.

In addition, if the Superintendent, upon attaining ten years of service with SBBC, applies to purchase up to 4 years of service with FRS pension based on his Chicago public school service, SBBC will pay for the cost of such service purchase.

Section 4.4 shall be amended to read as follows:

4.4 **DISABILITY INSURANCE:**

SBBC shall provide long-term disability insurance coverage for the Superintendent during each year of the term of this Agreement. The benefits payable under such coverage shall be paid at the rate of sixty-six and two-thirds percent (66-2/3%) of the Superintendent's base salary and SBBC shall pay the cost of such coverage.

Section 4.5 shall be amended to read as follows:

4.5 **LIFE INSURANCE:**

The Superintendent shall receive term life insurance coverage in an amount equal to three times his then current base salary. The life insurance benefits shall be made payable to the Superintendent's named beneficiary. SBBC shall pay the premium for such insurance. The Superintendent may elect to obtain, at his own expense, additional term life insurance through any insurance plan offered to other 12-month administrative employees.

Section 4.6 shall be amended to read as follows:

4.6 **ADDITIONAL RETIREMENT PLANS:**

SBBC shall contribute annually, starting with the 2017 plan year, to each of a 403(b) and 457(b) retirement plan of SBBC (the "retirement plans") on behalf of the Superintendent an amount equal to the maximum amount permitted to be contributed to such retirement plans, subject to the applicable limits on contributions under the federal Internal Revenue Code in effect for such year.

Subject to the foregoing, the Superintendent may contribute to any additional retirement plan(s) for which he is qualified under the Internal Revenue Code or state and federal laws. For the purposes of this Agreement, "additional retirement plan(s)" shall consist of any retirement plans authorized by Sections 401a, 403b and/or 457b of the Internal Revenue Code. The Superintendent will determine into which plan or plans he will participate. Any deposits in such plan(s) will be made each pay period during each contract year.

Deposits may be made into one or more of the retirement plans and additional retirement plans in any given year and will immediately become completely vested on the first day of the year for which they are deposited.

Section 6.1 shall be amended to read as follows:

6.1 **VACATION LEAVE DAYS:**

The Superintendent shall receive twenty-nine (29) working days of paid vacation leave (exclusive of holidays) each fiscal year. The days shall vest on the first day of the contract each year during the Term of this Agreement. The Superintendent may accumulate unused vacation leave and carry same over to the following fiscal year. Upon termination or expiration of his employment as Superintendent under this Agreement, SBBC shall pay the Superintendent the value of his unused and accumulated vacation leave days subject to limitations imposed by Florida law and School Board policies. In the event of his death during the term of this Agreement, SBBC shall pay to the

Superintendent's personal representative the value of his unused and accumulated vacation leave days within thirty (30) days of his demise.

In order to provide essential services to the District, the Superintendent may not be able to use all of his earned vacation in a year and/or may be unable to schedule vacation at a desirable time. In consideration of such circumstances, the District annually on June 30 shall pay the Superintendent for 15 vacation days to be computed at 1/244 of the Superintendent's then current base salary for each vacation day.

Section 9.3 shall be amended to read as follows:

9.3 **INTERIM EVALUATIONS:**

In addition to its annual evaluations, SBBC may conduct an interim evaluation of the Superintendent at any time it deems appropriate or upon the request of the Superintendent.

- B. The remaining terms of the Superintendent's Employment Agreement remain in full force and effect. In the event of any conflict of terms between the Superintendent's Employment Agreement and this Second Amendment to Superintendent's Employment Agreement the terms in this Second Amendment to Superintendent's Employment Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Superintendent's Employment Agreement on the date first above written.

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FOR SBBC

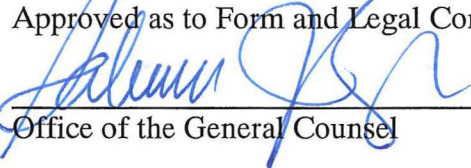
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

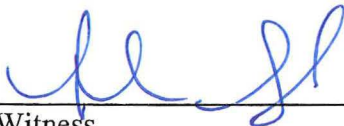
ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent

Approved as to Form and Legal Content:


Office of the General Counsel



Witness

FOR SUPERINTENDENT:



ROBERT W. RUNCIE

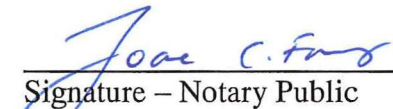


Witness

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by ROBERT W. RUNCIE who is personally known to me or who produced _____ nil as Type of Identification identification and who did/did not first take an oath this 31st day of October, 2017.

My Commission Expires:



Signature – Notary Public

(SEAL)



Joanne C. Fritz

Notary's Printed Name

Notary's Commission No.